



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
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DONALD L. WOLFE, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

November 14, 2006

IN REPLY PLEASE

REFER TO FILE: WM-3

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AGREEMENT WITH THE LOS ANGELES AND
SAN GABRIEL RIVERS WATERSHED COUNCIL
ALL SUPERVISORIAL DISTRICTS
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

Approve and execute an Agreement with the Los Angeles and San Gabriel Rivers Watershed Council (Watershed Council), which provides for the Flood Control District (District) to provide a fixed total amount of \$625,000 in five annual disbursements of \$125,000 starting from Fiscal Year 2006-07, and for the Watershed Council to continue providing, performing, and administering tasks that include, but are not limited to, periodic stakeholder meetings, providing technical advice, supporting and assisting the District in seeking potential funding sources, publication of newsletters, and collaborating on geographic information services as described in detail in Section 1 of the enclosed Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Watershed Council is a 501(c)(3) nonprofit corporation comprised of varied and numerous stakeholders with common interests in pursuing watershed-related activities. The Watershed Council has a vital role in bringing together stakeholders to discuss various watershed issues.

Public Works, on behalf of the District, is a voting member on the Watershed Council Board and participates in decisions regarding the organization's strategic plan, annual work plan, and annual working budget.

On March 19, 2002, Synopsis 42, your Board approved Agreement 73936, which provided for the District to provide \$100,000 annually for five years to the Watershed Council to continue publication of a newsletter that features articles about watershed projects, arrange and schedule stakeholder meetings intended to raise important issues concerning watershed management principles, and develop geographic information services.

The Watershed Council's total operating budget for Fiscal Year 2006-07 is approximately \$1,281,989. The organization is funded through contributions and in-kind services from government agencies, businesses, individuals, and other local agencies and nonprofit organizations. The Watershed Council has received contributions and in-kind services from the City of Los Angeles, Metropolitan Water District, Southern California Edison, Water Replenishment District, CDM, Tetra Tech, CH2M Hill, West Basin Metropolitan Water District, Brown and Caldwell, County Sanitation Districts of Los Angeles County, and a host of other contributions.

The Watershed Council has the technical expertise and resources available to perform the tasks. This action is being recommended to assist the Watershed Council in the funding of beneficial informational tasks. The tasks will yield important information for the District and the County of Los Angeles Board of Supervisors for decision making and policy formulation related to watershed management issues.

As part of the proposed tasks, this Agreement will aid the Watershed Council in (1) continuing to publish its newsletter that features articles about exemplary watershed projects that would benefit the District, (2) developing geographic information services capability that will support the dissemination of watershed information concerning the District, (3) supporting and assisting the District to develop and implement the Integrated Regional Water Management Plan and its related projects, (4) supporting the District in identifying potential partners and sources of funding for watershed projects, and (5) providing valuable and technical advice and information to the District pertaining to the watershed and areas where the District can use the Watershed Council's expertise.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Organizational Effectiveness. The Agreement will provide the District and the County of Los Angeles Board of Supervisors with information to make a broader assessment of watershed management principles and issues and to gain important information for policy-making decisions through collaboration across functional and jurisdictional boundaries.

FISCAL IMPACT/FINANCING

The anticipated total cost of the tasks is \$625,000, which will be disbursed in the amount of \$125,000 annually over a five-year period starting in Fiscal Year 2006-07. Financing for this Agreement is available from the Flood Control District Budget. The Agreement includes a provision for termination in case future budgetary restraints affect funding.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement has been reviewed and approved as to form by County Counsel.

CONTRACTING PROCESS

The District initially proposes the funding of beneficial informational tasks to be performed by the Watershed Council. The Watershed Council will administer and perform the tasks while the District will provide funding to perform the tasks.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

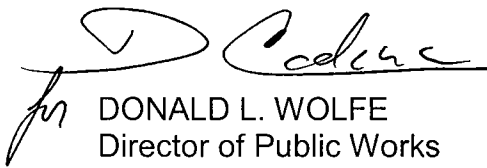
The project will not have an impact on current services or projects currently planned.

The Honorable Board of Supervisors
November 14, 2006
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CONCLUSION

Please return one adopted copy of this letter and the Agreement to Public Works for further processing.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Donald L. Wolfe", is written over a horizontal line. To the left of the signature, there is a small, stylized mark that looks like a lowercase "m" or "n".

DONALD L. WOLFE
Director of Public Works

MD:kk

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Enc.

cc: Chief Administrative Office
County Counsel

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the Los Angeles County Flood Control District, a body corporate and politic (hereinafter referred to as DISTRICT) and the Los Angeles and San Gabriel Rivers Watershed Council, a 501(c)(3) nonprofit corporation (hereinafter referred to as WATERSHED COUNCIL):

W I T N E S S E T H

WHEREAS, WATERSHED COUNCIL is an organization whose mission is to facilitate a comprehensive, multipurpose, stakeholder-driven consensus process to preserve, restore, and enhance the many economic, social, environmental, and biological uses of the Los Angeles and San Gabriel Rivers Watershed ecosystem through education, research, planning, and mediation; and

WHEREAS, WATERSHED COUNCIL is composed of different stakeholders with the same long-term mission to facilitate an inclusive consensus process to preserve, restore, and enhance the economic, social, and ecological health of the Los Angeles and San Gabriel Rivers Watershed through education, research, and planning; and

WHEREAS, WATERSHED COUNCIL accomplishes this mission by working with its stakeholders in the areas of improving water quality and supply, reviving a landscape ethic, facilitating integrated planning and management, and providing mapping and graphic support; by, among other things, creating a repository for and disseminating watershed information, building partnerships and beneficial solutions for watershed issues, developing a comprehensive public education/public outreach program for the watershed, participating in promoting projects that support the mission, providing scientific and technical research information on watershed management principles to develop public policy, and seeking funds to accomplish the goals and objectives of numerous restoration projects; and

WHEREAS, DISTRICT is a voting member on the WATERSHED COUNCIL Board and participates in decisions regarding the organization's strategic plan, annual work plan, and annual budget; and

WHEREAS, WATERSHED COUNCIL is funded through contributions and in-kind services from government agencies, businesses, individuals, and other local agencies and nonprofit organizations and has received contributing funds and in-kind services from the following: The City of Los Angeles, County Sanitation Districts of Los Angeles County, Metropolitan Water District, Water Replenishment District, West Basin Metropolitan Water District, Southern California Edison, CDM, CH2M Hill, Brown & Caldwell, Tetra Tech, and other contributors; and

WHEREAS, WATERSHED COUNCIL proposes to perform certain tasks, as defined below, that when completed will provide DISTRICT with an understandable and useful assessment of watershed management principles and issues to be considered in policy-making decisions for both the County of Los Angeles Board of Supervisors and DISTRICT; and

WHEREAS, WATERSHED COUNCIL has the technical expertise and resources available to perform the tasks, and DISTRICT recognizes that the WATERSHED COUNCIL requires funding to continue this valuable work and perform the tasks; and

WHEREAS, DISTRICT has agreed to contribute to the cost of funding the tasks at an overall amount not to exceed Six Hundred Twenty-five Thousand and 00/100 Dollars (\$625,000.00) over a period of five (5) years. It is contemplated that DISTRICT will make five (5) annual payments of One Hundred Twenty-five Thousand and 00/100 Dollars (\$125,000.00); and

WHEREAS, WATERSHED COUNCIL will manage the completion of the tasks and provide DISTRICT with annual invoices that indicate the work completed and detailed status reports on the progress of the Agreement and/or the performance of the tasks.

1. WATERSHED COUNCIL AGREES:

- a. To continue performing and administering the tasks as set forth in this paragraph (1) a. through paragraph (1) j. below, and provide an annual status report to DISTRICT as outlined in this Agreement. The information and status report concerning the tasks shall be provided to DISTRICT by September 1 of each year beginning September 1, 2007, for as long as this Agreement is still in force.
- b. To continue periodic stakeholder meetings intended to raise important issues concerning integrated water and watershed management principles and to foster communication between and among DISTRICT, other agencies, and stakeholders.
- c. To continue publication of a newsletter that features articles about exemplary integrated water and watershed principles and projects that would benefit DISTRICT. The newsletter should also inform the general public about projects and practices to reduce water runoff and pollution, and the Los Angeles and San Gabriel Rivers including habitats, hydrology, water quality, geography, and the role DISTRICT plays in solving watershed problems. The newsletter will also serve as an outreach forum to increase stakeholders' input and general public awareness concerning DISTRICT'S cooperative efforts to solve watershed problems.
- d. To continue to improve the WATERSHED COUNCIL'S information technology and Geographic Information Services' efforts and capability that will support the dissemination of watershed information that concerns DISTRICT.
- e. To continue providing support and assistance to DISTRICT in developing and implementing the Integrated Regional Water Management Plan and projects related to that plan.

- f. To continue providing technical advice and information to DISTRICT pertaining to the watershed and areas where DISTRICT requires the WATERSHED COUNCIL'S expertise.
- g. To complete an assessment of the role of the WATERSHED COUNCIL in the County of Los Angeles and determine the appropriate jurisdiction and scope of work in areas outside of the Los Angeles and San Gabriel Rivers Watershed.
- h. To complete the tasks by July 30, 2011, and to provide a final status report within sixty (60) calendar days after completion of the tasks.
- i. To annually invoice DISTRICT for a not to exceed amount of One Hundred Twenty-five Thousand and 00/100 Dollars (\$125,000.00) over a five (5)-year period.
- j. To indemnify, defend, and hold harmless DISTRICT, the County of Los Angeles, and its agents, officers, and employees from and against any and all liability, damages, expense, or claims including defense costs and legal fees arising from any act or omission by the WATERSHED COUNCIL, its officers, employees, agents, other members, consultants, and/or contractors occurring in the performance of this Agreement and/or the performance of the tasks.

2. DISTRICT AGREES:

- a. DISTRICT agrees to make five (5) annual lump sum contributions of One Hundred Twenty-five Thousand and 00/100 Dollars (\$125,000.00) for the WATERSHED COUNCIL'S work on the tasks as long as the Agreement is still in force.
- b. DISTRICT will make the first annual contribution to the WATERSHED COUNCIL within thirty (30) days after receipt of the first invoice. The second, third, fourth, and fifth annual contributions shall be made by September 30 of each year as long as the status report for that year is deemed acceptable by DISTRICT, or unless the Agreement is terminated as set forth in paragraphs (3)b. and (3)c. of this Agreement.

3. IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. Other than the specific responsibilities and obligations described in this Agreement, DISTRICT and the County of Los Angeles incur no responsibility or obligation to the WATERSHED COUNCIL and/or its consultants and/or contractors. DISTRICT, the County of Los Angeles, and their officers, employees, and agents will not be responsible for any damage or liability occurring by reason of any acts or omissions by the WATERSHED

COUNCIL, its officers, employees, agents, other members, consultants, and/or contractors occurring in the performance of this Agreement and/or the performance of the tasks.

- b. This Agreement shall continue in effect until the tasks are completed by the WATERSHED COUNCIL, or at such time as the lawful requirements of any public agency would bar the further performance of this Agreement. DISTRICT also reserves an absolute right to reassess this Agreement after the review of each status report, after which DISTRICT may decide whether to terminate the Agreement. The Agreement may be terminated for convenience by DISTRICT upon giving the WATERSHED COUNCIL a thirty (30)-day written notice of termination.
- c. This Agreement may also be terminated for a material breach at such time as any party hereto is in default concerning a material term hereof and, after receiving written notice of such breach, fails to cure such default within a reasonable amount of time. If the Agreement is terminated for the WATERSHED COUNCIL'S material breach, the WATERSHED COUNCIL shall return to DISTRICT a prorated amount of the current year's mobilization payment based upon work completed for DISTRICT within thirty (30) days of such termination.
- d. If any portion of this Agreement is declared by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions thereof shall remain in full force and effect.
- e. Any official notices or correspondence related to this Agreement shall be in writing and mailed by first-class prepaid postage to the following addresses:

DISTRICT:

Mr. Donald Wolfe
Director of Public Works
County of Los Angeles
Department of Public Works
Watershed Management Division
900 South Fremont Avenue, 11th Floor
Alhambra, CA 91803-1331
Telephone: (626) 458-5947
Fax: (626) 457-1526

Dr. Nancy L.C. Steele
Executive Director
Los Angeles and San Gabriel Rivers Watershed Council
700 North Alameda Street
Los Angeles, CA 90012
Telephone: (213) 229-9945
Fax: (213) 229-9952

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by _____ on _____, 2006, and by the COUNTY OF LOS ANGELES on _____, 2006.

THE LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT

ATTEST:


SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Chair, Board of Supervisors


By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By 
Deputy

APPROVED AS TO FORM:
LOS ANGELES AND SAN GABRIEL
RIVERS WATERSHED COUNCIL

By 
LOS ANGELES AND SAN GABRIEL
RIVERS WATERSHED COUNCIL

By 
Executive Officer